

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF IOWA**

In Re:	)	Case No. 23-00484
	)	
<b>BDC GROUP, INC.,</b>	)	Chapter 11
	)	
Debtor and Debtor in Possession	)	Hon. Thad J. Collins
	)	
	)	<b>ZAYO GROUP’S OBJECTION TO</b>
	)	<b>KEYSTONE BANK’S MOTION TO</b>
	)	<b>CONTINUE EVIDENTIARY HEARING</b>
	)	
	)	Date: January 4, 2024
	)	Time: 10:00 a.m.
	)	Courtroom: 6 <sup>th</sup> Floor

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COMES NOW, Zayo Group, Inc., (“Zayo”) by and through its counsel of record, Jeffrey D. Goetz, Esq., of the law firm of Dickinson, Bradshaw, Fowler & Hagen, P.C., and respectfully files this objection to Keystone Bank’s Motion to Continue Evidentiary Hearing (Docket Item 339), and states to this Honorable Court as follows:

**ZAYO HAS TIMELY COOPERATED WITH KEYSTONE  
BANK IN ITS INFORMAL REQUEST FOR DISCOVERY  
DOCUMENTS AND INFORMATION**

Notwithstanding Keystone Bank’s representation to the contrary, Keystone Bank informally requested, and Zayo promptly provided last Thursday, documents and information regarding its specific requests directed to the statements made in paragraphs 9, 10, and 11 only in Zayo’s Motion for relief from stay. What Keystone Bank fails to state in its opening paragraph is that Zayo *did* provide thorough responses to the specific items it requested. To intimate otherwise is to imply a falsehood. Keystone Bank’s misrepresentation in its Motion to the court that on December 11 it requested “six categories of documents” is patently false. The “six categories” did not arrive until 2:40 pm on Friday, December 29, 2023.

**ZAYO'S HEARING EXHIBITS ARE FULLY RESPONSIVE TO  
KEYSTONE BANK'S INFORMAL REQUEST FOR  
DOCUMENTS AND INFORMATION**

The hearing exhibits served on Keystone Bank and others supports Zayo's Motion that BDC Group has breached its contracts with Zayo and fully responds to Keystone Bank's informal discovery request. The Master Construction Agreement and Project Service Agreement, as amended, and served on Keystone Bank, provide the basis for Zayo's allegations of uncurable breaches and defaults thereunder. Copies of the four (4) filed and recorded Mechanics Lien Notices, showing \$233,111.84 being owed by BDC Group (after BDC Group was paid by Zayo and executed lien waivers acknowledging same), were also served on Keystone Bank and others, said Mechanic's Liens being a primary basis for seeking relief from stay.

The mere fact that Keystone Group would ignore the existence of the Mechanics Lien Notices as being a primary basis for the Motion for Relief from Stay speaks volumes that its pending motion is not filed in good faith and seeks to delay and thus impair Zayo's rights under the Motion to the detriment to the estate.

**KEYSTONE BANK'S ASSERTIONS THAT ZAYO IS NOT IN  
COMPLIANCE WITH ITS PAYMENT OBLIGATIONS UNDER  
THE CONTRACTS IS FALSE AND NOT SUPPORTED BY  
THE EVIDENCE**

In its paragraph 3, Keystone Bank alleges Zayo owes "the estate" hundreds of thousands of dollars is false and not supported by evidence. Although Zayo is unsure how or where Keystone Bank came up with these allegations, suffice it to say, they are false and can be proven at trial.

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THERE IS NO REASON OR CAUSE TO DELAY THE  
EVIDENTIARY HEARING ON THURSDAY, AND JUDICIAL  
ECONOMY DEMANDS JUSTICE AND EQUITY NOT BE  
DELAYED

Zayo's motion before the court is merely seeking relief from the automatic stay to terminate its several executory contracts with BDC Group for cause. It is abundantly clear that cause exists to terminate said contracts based on uncured and incurable breaches and defaults by BDC Group, and Zayo is prepared to prove same at the evidentiary hearing.

The Court should also note the motion was filed by Keystone Bank, and neither the Debtor nor the Committee have formally supported the motion or filed any joinder. It should be further evident to the Court that Keystone Bank's motion fails to suggest an alternative date, which should be evidence of the fact the Motion to Continue is not filed in good faith.

Dated: 1/2/2024

Respectfully submitted,

/s/ Jeffrey D. Goetz  
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Counsel for Zayo Group, Inc.

CERTIFICATE OF SERVICE

This document was served electronically on parties who receive electronic notice through CM/ECF as listed on CM/ECF's notice of electronic filing.

/s/ Brenda Mozena